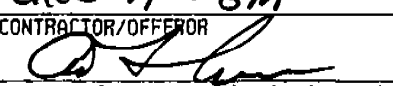
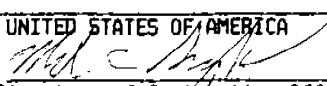


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 02
2. ENDMENT/MODIFICATION NO. 0004	13. EFFECTIVE DATE 01JAN26	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. SUEE BY 20 CONTRACTING SQUADRON 36 K AVENUE STE 1 HEPPARD AFB TX	CODE FA3020 76311-2746	7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) T SQUARE LOGISTICS SERVICE CORP 8546 GATEWICK DRIVE COLORADO SPRINGS CO 80920			(x) 9A. AMENDMENT OF SOLICITATION NO. 9b. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4161201C0001 10B. DATED (See item 13) 00AUG07		
9. FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11.1 above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 11.1 is not extended. 11.2 If offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment by each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation/ amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter contains reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) CODE: 660700 5713400 301 6444 424210 56918 85796 660700					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.					
(x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.					
1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).					
X 1C. This supplemental agreement is entered in pursuant to authority of: FAR 52.212-4 PARAGRAPH C, CHANGES					
1D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor 11.1 is not, 11.1 is required to sign this document and return ALL copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: SULLIVAN, VICKIE L. PHONE: 9406764406 SEE SCHEDULE					
Ex pt as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) ANDREW T. CROWIN Exec VP + GM			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK C. SNYDER MARK.SNYDER@SHEPPARD.AF.MIL		
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 2/16/01		16B. UNITED STATES OF AMERICA BY 	
(E) nature of person authorized to sign				16C. DATE SIGNED 2/16/01	

T SQ RE LOGISTICS SERVICE CORP

P0004
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26 JAN 01
DUNS: 014128156

F4151201C0001
TIN: 84-1458014

A. IN ACCORDANCE WITH FAR 52.212-4 CONTRACT TERMS AND CONDITIONS PARAGRAPH C, CHANGES. THIS MODIFICATION IS TO CHANGE CONTRACT LINE ITEM NUMBERING IAW DFARS SUBPART 204.71. THIS MODIFICATION IS AT NO COST TO THE GOVERNMENT.

B. REPLACE SECTION B PAGES 4 THROUGH 13 WITH THE ATTACHED REVISED PAGES 4 THROUGH 13.

C. THE PERFORMANCE TIME SHALL REMAIN UNCHANGED.

D. THE CONTRACT PRICE SHALL REMAIN UNCHANGED.

E. ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN THE SAME AND IN FULL EFFECT.

F. THE CONTRACTOR HEREBY AGREES TO THE CHANGES SET FORTH ABOVE IN THIS MODIFICATION AND UNCONDITIONALLY WAIVES ANY CLAIMS AGAINST THE GOVERNMENT BY REASON OF THE CHANGES AND DOES HEREBY RELEASE THE GOVERNMENT FROM ANY AND ALL OBLIGATIONS WHICH MAY ARISE BECAUSE OF SUCH CHANGES.

(END PAGE)

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
BASIC PERIOD - 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001					
0001	VEHICLE OPERATIONS AND MAINTENANCE IAW STATEMENT OF WORK (SOW) AND APPENDIXES FOR THE VEHICLE FLEET	12	MO	\$130,761.35	\$1,569,136.20
000101	FURNISH REQUIRED REPORTS AS LISTED IN APPENDIX 4	12	MO	NOT SEPARATELY PRICED	
000102	TOTAL AVERAGE EQUIVALENTS ASSIGNED TO THE BASE VEHICLE FLEET ARE SUBJECT TO MONTHLY EVALUATION AS SPECIFIED IN SOW, APPENDIX 2. THIS AREA SHALL BE EVALUATED SEPARATELY AND AN ADJUSTMENT MAY BE MADE BASE ON THE RESULTS OF THE EVALUATION. NO ADJUSTMENT SHALL BE MADE TO THE PRICE OF LINE ITEM 0001 IF THE EVALUATION DETERMINES THE WORKLOAD FOR THE SUBJECT AREA FALLS BETWEEN 86% AND 115% OF THE ESTIMATED WORKLOAD GIVEN IN SOW, APPENDIX 2. ADJUSTMENT TO THE MONTHLY PRICE SHALL BE REFLECTED ON THE MONTHLY INVOICE FOR THE SUBJECT PERIOD.				
000103	ADJUSTMENT PER MONTH FOR 55% - 69% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-4,351.24)				

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
BASIC PERIOD - 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001					
000104	ADJUSTMENT PER MONTH FOR 70% - 85% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-1,675.49)				
000105	ADJUSTMENT PER MONTH FOR 116% - 130% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$2,891.16				
000106	ADJUSTMENT PER MONTH FOR 131% - 145% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$4,351.24				
0002	OVER-AND-ABOVE LABOR IAW SOW, PARAGRAPH 2.4.11 FOR THE BASE VEHICLE FLEET	ESTIMATED 250.0 HOURS		\$ 25.11	\$6,277.50
0003	PARTS AND MATERIAL FOR OVER-AND-ABOVE WORK TO BE REIMBURSED AT COST IAW SOW, PARAGRAPH 2.4.11		NOT TO EXCEED		\$15,000.00
0004	REIMBURSEMENT FOR TRAVEL EXPENSES AS REQUIRED BY SOW, PARAGRAPH 4.1.11.4		NOT TO EXCEED		\$ 2,500.00
0005	PAYMENT ADJUSTMENT FOR CONTRACT LINE ITEM 000105 & 000106		NOT TO EXCEED		\$30,000.00
TOTAL BASIC PERIOD					\$1,622,913.70

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
FIRST OPTION PERIOD - 1 OCTOBER 2001 THROUGH 31 MARCH 2002					
1001	VEHICLE OPERATIONS AND MAINTENANCE IAW STATEMENT OF WORK (SOW) AND APPENDIXES FOR THE VEHICLE FLEET	6	MO	\$130,490.21	\$782,941.23
10101	FURNISH REQUIRED REPORTS AS LISTED IN SOW, APPENDIX 4	6	MO	NOT SEPARATELY PRICED	
10102	TOTAL AVERAGE EQUIVALENTS ASSIGNED TO THE BASE VEHICLE FLEET ARE SUBJECT TO MONTHLY EVALUATION AS SPECIFIED IN SOW, APPENDIX 2. THIS AREA SHALL BE EVALUATED SEPARATELY AND AN ADJUSTMENT MAY BE MADE BASE ON THE RESULTS OF THE EVALUATION. NO ADJUSTMENT SHALL BE MADE TO THE PRICE OF LINE ITEM 0001 IF THE EVALUATION DETERMINES THE WORKLOAD FOR THE SUBJECT AREA FALLS BETWEEN 86% AND 115% OF THE ESTIMATED WORKLOAD GIVEN IN SOW, APPENDIX 2. ADJUSTMENT TO THE MONTHLY PRICE SHALL BE REFLECTED ON THE MONTHLY INVOICE FOR THE SUBJECT PERIOD.				
100103	ADJUSTMENT PER MONTH FOR 55% - 69% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-4,366.96)				

REVISED - 26 JAN 01

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Modification P00004

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
FIRST OPTION PERIOD - 1 OCTOBER 2001 THROUGH 31 MARCH 2002					
100104	ADJUSTMENT PER MONTH FOR 70% - 85% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-1,682.96)				
100105	ADJUSTMENT PER MONTH FOR 116% - 130% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$2,902.80				
100106	ADJUSTMENT PER MONTH FOR 131% - 145% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$4,366.96				
1002	OVER-AND-ABOVE LABOR IAW SOW, PARAGRAPH 2.4.11 FOR THE BASE VEHICLE FLEET	ESTIMATED 125.0 HOURS		\$ 25.11	\$3,138.75
1003	PARTS AND MATERIAL FOR OVER-AND-ABOVE WORK TO BE REIMBURSED AT COST IAW SOW, PARAGRAPH 2.4.11		NOT TO EXCEED		\$7,500.00
1004	REIMBURSEMENT FOR TRAVEL EXPENSES AS REQUIRED BY SOW, PARAGRAPH 4.1.11.4		NOT TO EXCEED		\$1,250.00
1005	PAYMENT ADJUSTMENT FOR CONTRACT LINE ITEM 100105 & 100106		NOT TO EXCEED		\$15,000.00
TOTAL FIRST OPTION PERIOD					\$809,829.98

REVISED - 26 JAN 01

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Modification P00004

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
SECOND OPTION PERIOD – 1 APRIL 2002 THROUGH 30 SEPTEMBER 2002					
2001	VEHICLE OPERATIONS AND MAINTENANCE IAW STATEMENT OF WORK (SOW) AND APPENDIXES FOR THE VEHICLE FLEET	6	MO	\$130,490.21	\$782,941.23
200101	FURNISH REQUIRED REPORTS AS LISTED IN SOW, APPENDIX 4	6	MO	NOT SEPARATELY PRICED	
200102	TOTAL AVERAGE EQUIVALENTS ASSIGNED TO THE BASE VEHICLE FLEET ARE SUBJECT TO MONTHLY EVALUATION AS SPECIFIED IN SOW, APPENDIX 2. THIS AREA SHALL BE EVALUATED SEPARATELY AND AN ADJUSTMENT MAY BE MADE BASE ON THE RESULTS OF THE EVALUATION. NO ADJUSTMENT SHALL BE MADE TO THE PRICE OF LINE ITEM 0001 IF THE EVALUATION DETERMINES THE WORKLOAD FOR THE SUBJECT AREA FALLS BETWEEN 86% AND 115% OF THE ESTIMATED WORKLOAD GIVEN IN SOW, APPENDIX 2. ADJUSTMENT TO THE MONTHLY PRICE SHALL BE REFLECTED ON THE MONTHLY INVOICE FOR THE SUBJECT PERIOD.				
200103	ADJUSTMENT PER MONTH FOR 55% - 69% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-4,366.96)				

PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
SECOND OPTION PERIOD – 1 APRIL 2002 THROUGH 30 SEPTEMBER 2002					
200104	ADJUSTMENT PER MONTH FOR 70% - 85% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-1,682.96)				
200105	ADJUSTMENT PER MONTH FOR 116% - 130% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$2,902.80				
200106	ADJUSTMENT PER MONTH FOR 131% - 145% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$4,366.96				
2002	OVER-AND-ABOVE LABOR LAW SOW, PARAGRAPH 2.4.11 FOR THE BASE VEHICLE FLEET	ESTIMATED 125.0 HOURS		\$ 25.11	\$3,138.75
2003	PARTS AND MATERIAL FOR OVER-AND-ABOVE WORK TO BE REIMBURSED AT COST LAW SOW, PARAGRAPH 2.4.11		NOT TO EXCEED		\$7,500.00
2004	REIMBURSEMENT FOR TRAVEL EXPENSES AS REQUIRED BY SOW, PARAGRAPH 4.1.11.4		NOT TO EXCEED		\$1,250.00
2005	PAYMENT ADJUSTMENT FOR CONTRACT LINE ITEM 200105 & 200106		NOT TO EXCEED		\$15,000.00
TOTAL SECOND OPTION PERIOD					\$809,829.98

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
THIRD OPTION PERIOD – 1 OCTOBER 2002 THROUGH 31 MARCH 2003					
3001	VEHICLE OPERATIONS AND MAINTENANCE IAW STATEMENT OF WORK (SOW) AND APPENDIXES FOR THE VEHICLE FLEET	6	MO	\$128,119.16	\$768,714.95
300101	FURNISH REQUIRED REPORTS AS LISTED IN SOW, APPENDIX 4	6	MO	NOT SEPARATELY PRICED	
300102	TOTAL AVERAGE EQUIVALENTS ASSIGNED TO THE BASE VEHICLE FLEET ARE SUBJECT TO MONTHLY EVALUATION AS SPECIFIED IN SOW, APPENDIX 2. THIS AREA SHALL BE EVALUATED SEPARATELY AND AN ADJUSTMENT MAY BE MADE BASE ON THE RESULTS OF THE EVALUATION. NO ADJUSTMENT SHALL BE MADE TO THE PRICE OF LINE ITEM 0001 IF THE EVALUATION DETERMINES THE WORKLOAD FOR THE SUBJECT AREA FALLS BETWEEN 86% AND 115% OF THE ESTIMATED WORKLOAD GIVEN IN SOW, APPENDIX 2. ADJUSTMENT TO THE MONTHLY PRICE SHALL BE REFLECTED ON THE MONTHLY INVOICE FOR THE SUBJECT PERIOD.				
300103	ADJUSTMENT PER MONTH FOR 55% - 69% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-4,366.96)				

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
THIRD OPTION PERIOD – 1 OCTOBER 2002 THROUGH 31 MARCH 2003					
300104	ADJUSTMENT PER MONTH FOR 70% - 85% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-1,682.96)				
300105	ADJUSTMENT PER MONTH FOR 116% - 130% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$2,902.80				
300106	ADJUSTMENT PER MONTH FOR 131% - 145% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$4,366.96				
3002	OVER-AND-ABOVE LABOR IAW SOW, PARAGRAPH 2.4.11 FOR THE BASE VEHICLE FLEET	ESTIMATED 125.0 HOURS		\$ 25.11	\$3,138.75
3003	PARTS AND MATERIAL FOR OVER-AND-ABOVE WORK TO BE REIMBURSED AT COST IAW SOW, PARAGRAPH 2.4.11		NOT TO EXCEED		\$7,500.00
3004	REIMBURSEMENT FOR TRAVEL EXPENSES AS REQUIRED BY PARAGRAPH 4.1.11.4		NOT TO EXCEED		\$1,250.00
3005	PAYMENT ADJUSTMENT FOR CONTRACT LINE ITEM 300105 & 300106		NOT TO EXCEED		\$15,000.00
TOTAL THIRD OPTION PERIOD					\$795,603.70

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION PERIOD - 1 APRIL 2003 THROUGH 30 SEPTEMBER 2003					
4001	VEHICLE OPERATIONS AND MAINTENANCE LAW STATEMENT OF WORK (SOW) AND APPENDIXES FOR THE VEHICLE FLEET	6	MO	\$128,119.16	\$768,714.95
400101	FURNISH REQUIRED REPORTS AS LISTED IN SOW, APPENDIX 4	6	MO	NOT SEPARATELY PRICED	
400102	TOTAL AVERAGE EQUIVALENTS ASSIGNED TO THE BASE VEHICLE FLEET ARE SUBJECT TO MONTHLY EVALUATION AS SPECIFIED IN SOW, APPENDIX 2. THIS AREA SHALL BE EVALUATED SEPARATELY AND AN ADJUSTMENT MAY BE MADE BASE ON THE RESULTS OF THE EVALUATION. NO ADJUSTMENT SHALL BE MADE TO THE PRICE OF LINE ITEM 0001 IF THE EVALUATION DETERMINES THE WORKLOAD FOR THE SUBJECT AREA FALLS BETWEEN 86% AND 115% OF THE ESTIMATED WORKLOAD GIVEN IN SOW, APPENDIX 2. ADJUSTMENT TO THE MONTHLY PRICE SHALL BE REFLECTED ON THE MONTHLY INVOICE FOR THE SUBJECT PERIOD.				
400103	ADJUSTMENT PER MONTH FOR 55% - 69% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-4,366.96)				

PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS

CONTRACT LINE ITEM (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION PERIOD – 1 APRIL 2003 THROUGH 30 SEPTEMBER 2003					
400104	ADJUSTMENT PER MONTH FOR 70% - 85% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2. (MONTHLY REDUCTION) \$(-1,682.96)				
400105	ADJUSTMENT PER MONTH FOR 116% - 130% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$2,902.80				
400106	ADJUSTMENT PER MONTH FOR 131% - 145% OF ESTIMATED WORKLOAD SPECIFIED IN SOW, APPENDIX 2 (MONTHLY ADDITION) \$4,366.96				
4002	OVER-AND-ABOVE LABOR IAW SOW, PARAGRAPH 2.4.11 FOR THE BASE VEHICLE FLEET	ESTIMATED 125.0 HOURS		\$ 25.11	\$3,138.75
4003	PARTS AND MATERIAL FOR OVER-AND-ABOVE WORK TO BE REIMBURSED AT COST IAW SOW, PARAGRAPH 2.4.11		NOT TO EXCEED		\$7,500.00
4004	REIMBURSEMENT FOR TRAVEL EXPENSES AS REQUIRED BY SOW, PARAGRAPH 4.1.11.4		NOT TO EXCEED		\$1,250.00
4005	PAYMENT ADJUSTMENT FOR CONTRACT LINE ITEM 400105 & 400106		NOT TO EXCEED		\$15,000.00
TOTAL FOURTH OPTION PERIOD					\$795,603.70
TOTAL FOR BASIC PERIOD					\$1,622,913.70
TOTAL FOR OPTION PERIOD ONE					\$809,829.98
TOTAL FOR OPTION PERIOD TWO					\$809,829.98
TOTAL FOR OPTION PERIOD THREE					\$795,603.70
TOTAL FOR OPTION PERIOD FOUR					\$795,603.70
TOTAL BASIC AND ALL OPTION PERIODS					\$4,833,781.06